

**REMARKS**

Applicant thanks the Examiner for her helpful comments in the interview conducted May 11, 2005. Applicant amends the claims herein to include the language discussed in the interview. In view of the after-final status of the application, Applicant submits herewith a Request for Continued Examination as suggested in the interview. Applicant further thanks the Examiner for her withdrawal of the previous objections to the specification and drawings. Claims 1-4 are pending in the application. Claims 1-4 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Walker (U.S. Patent No. 6,108,639). This rejection is respectfully traversed for the reasons set forth below.

Claim 1 has been amended to recite the Examiner's suggested "mutually created" language in connection with the original sales offers generated. In this same regard, claim 1 has been amended to recite that the original sales offers include at least one term specified by the buyer and at least one term specified by the seller, the latter being a term not specified by the buyer. Finally, the word "conditional," which appeared in claim 1 as-filed but was subsequently removed by amendment, has been re-inserted into the claim in connection with the original sales offer. Support for this amendment may be found in the present specification at, e.g., FIGS. 7-8 and the description thereof at page 23 (entire page); page 8, lines 9-14; page 11, lines 3-14; FIGS. 2-3 and the description thereof at page 17, line 19, to page 18, line 19.

As discussed in the interview, the claims as amended are not anticipated by Walker at least because Walker fails to teach or suggest Applicant's recited step of generating a plurality of mutually created conditional original sales offers which each include at least one term specified by the buyer and at least one term specified by the seller, the term specified by the seller being a term not specified by the buyer.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Walker does not teach each and every element as recited in independent claim 1 of the present application, nor does Walker teach each and every element as recited in dependent claims 2-4.

In view of all of the above, it is respectfully submitted that the rejection under 35 U.S.C. 102(e) is improper and should be withdrawn.

**CONCLUSION**

Having overcome all objections and rejections, it is respectfully submitted that claims 1-4 are in condition for allowance and Notice to that effect is specifically requested. Should the Examiner determine that any further action is necessary to place this application into better form for allowance, the Examiner is encouraged to telephone the undersigned representative at the number listed below. The Commissioner is also authorized to charge additional fees to Deposit Account No. 50-0653.

Respectfully submitted,<sup>1</sup>

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